PROVIDER AGREEMENT

To Participate in the Title XIX Non-Emergency Medical Transportation Program

The following agreement to participate in the South Dakota Title XIX Non-Emergency Medical Transportation program is entered into between _____ hereinafter called Provider, and the State of South Dakota, acting by and through its Department of Social Services, Office of Finance/EBT, hereinafter called Finance/EBT.

A. PROVIDER AGREES TO THE FOLLOWING

1. Provider is currently a non-profit service organization as defined in ARSD Chapter 67:16:25:01.

2. Provider agrees to promptly notify Finance/EBT if there is a change in Provider's name or address or if there is a change of ownership or corporate entity of Provider. Provider further agrees to supply all documentation necessary for the reimbursement of any outstanding claims upon termination from the Title XIX Non-Emergency Medical Transportation program.

3. Provider agrees to comply with all Federal and State laws, regulations and rules applicable to Provider's participation in the Title XIX Non-Emergency Medical Transportation program, including program regulations located in ARSD Chapter 67:16:25.

4. Provider agrees to provide services as required by the recipient and only in the amount required by the recipient without discrimination on the grounds of age, race, color, sex, national origin, physical or mental disability, marital or economic status.

5. Provider agrees to keep complete and accurate fiscal records that fully justify and disclose the extent of the services rendered and billings made under the Title XIX Non-Emergency Medical Transportation program, and agrees to furnish Finance/EBT and/or Medicaid Fraud Control Unit (MFCU) and/or Department of Health & Human Services (HHS), upon request and allow access to pertinent financial records, such information regarding any payments claimed for providing these services. Access includes, but is not limited to, the examination, inspection, photocopying and/or auditing of any requested financial records. Provider understands that failure to submit or failure to retain adequate documentation for all services billed to the Title XIX Non-Emergency Medical Transportation program may result in recovery of payments for medical transportation services not adequately documented, and may result in the termination or suspension of Provider from participation in the Title XIX Non-Emergency Medical Transportation program, and may result in civil or criminal liability.

6. Provider acknowledges that by submitting a claim to the Title XIX Non-Emergency Medical Transportation program, Provider certifies that the transportation expenses were advanced to the program recipient prior to the submission of the claim to the Title XIX Non-Emergency Medical Transportation program.

7. Provider agrees to allow Finance/EBT and/or MFCU and/or HHS access to any and all financial records which may be deemed confidential by any regulatory or licensing agency, board or commission.

8. Provider agrees to submit claims in accordance with billing instructions and as required under any and all state regulations.

9. Provider agrees to submit claims that are true, accurate, and complete. Provider acknowledges by Provider's signature on this agreement that Provider understands that payment and satisfaction of each claim will be from Federal and State funds and that any false claims, statements or documents, or concealment of material fact, may be prosecuted under applicable Federal and State law.

10. Provider agrees to not make or cause to be made a claim, knowing the claim to be false, in whole or in part, by commission or omission or in any other respect contrary to the provisions of SDCL ch.22-45.

11. Provider agrees that claims for services rendered to Title XIX Non-Emergency Medical Transportation program recipients shall not exceed the established program rates located in ARSD Chapter 67:16:25:07.04.

12. Provider agrees to accept as payment in full the amounts paid in accordance with established reimbursement rates. The Provider understands that the pre-determined amount provided by the Title XIX Non-Emergency Medical Transportation program is an estimate based on the information provided and that a reimbursement determination will be made upon completion of the medical trip, receipt of all required forms and documentation and verification of covered services. The pre-determination process is not a guarantee of reimbursement.

13. Provider acknowledges the time limits for submission of Title XIX Non-Emergency Medical Transportation claims as defined in ARSD Chapter 67:16:35:04.

14. Provider acknowledges that Finance/EBT is the payer of last resort (subject to certain exceptions) and acknowledges its obligation to pursue payment from all other liable parties. Provider further agrees that in the event Provider receives payment from the Title XIX Non-Emergency Medical Transportation program in error or in excess of the amount properly due under the applicable rules and procedures, Provider will promptly notify Finance/EBT and arrange for the return of any excess money so received.

15. Provider agrees that failure to comply with any portion of this Provider Agreement will be good cause for termination of this agreement.

16. Provider agrees that any improper submission of claims, or actions deemed an abuse of the Title XIX Non-Emergency Medical Transportation program, or actions involving Title XIX Non-Emergency Medical Transportation program abuse which result in administrative, civil or criminal liability, will be good cause for termination of this agreement.

17. This agreement will be automatically terminated if Provider is convicted (including any form of suspended sentence) of any crime determined to be detrimental to the best interests of the Title XIX Non-Emergency Medical Transportation program.

B. FINANCE/EBT AGREES TO THE FOLLOWING

1. Reimburse Provider for eligible Title XIX Non-Emergency Medical Transportation services rendered to medical assistance recipients in accordance with the provisions of State law implementing Title XIX of the Social Security Act, as amended, and State rules and standards, as amended.

2. Verify the individual's eligibility for medical transportation assistance.

3. Notify Provider of action taken on the Provider's request for transportation reimbursement.

4. Notify Provider of any changes in the Title XIX Non-Emergency Medical Transportation program.

The regulations at 42 CFR 455.23(b) stipulates that Medicaid agencies send notice of withholding of program payments to providers within five days of taking such action. The notice must set forth the general allegations regarding the nature of the withholding action.

C. GENERAL PROVISIONS

1. Provider agreement is binding upon enrollment effective date.

2. Provider agreement will be automatically renewed for one year on July 1 if neither party gives notice requesting termination, except that the duration of this agreement may be limited pursuant to Section 13 or by action of Finance/EBT in excluding a provider for fraud or abuse pursuant to 42 CFR Part 1002 #3. This agreement may be voluntarily terminated by either party by giving thirty (30) days written notice to the other party.

D. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, OR EXCLUSION

Provider certifies that Provider, Provider's principals, and/or any person or entity with any "ownership interest," is not currently, and has never been, suspended, debarred, proposed for debarment, declared ineligible, or voluntarily or otherwise excluded from participation in this transaction by any Federal department or agency. Further, the Provider agrees to notify the Title XIX Non-Emergency Medical Transportation program by certified mail within ten (10) days should the Provider or any of its employees, agents, contractors, or any person or entity with any "ownership interest" become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or otherwise excluded during the term of this Agreement. Provider further certifies by signing this Agreement that Provider, Provider's principals, and/or any person or entity with any "ownership interest," has never been convicted (including any form of suspended sentence or settlement in lieu of conviction for fraud or abuse) of any crime determined to be detrimental to the best interests of the Title XIX Non-Emergency Medical Transportation program.

ELECTRONIC MEDIA PROVIDER PROVISIONS
TITLE XIX NON-EMERGENCY MEDICAL TRANSPORTATION AND DIRECT DATA ENTRY

The purpose of this section of the agreement is to enable the Provider to submit claims to the South Dakota Medical Title XIX Non-Emergency Medical Transportation program with the use of electronic media.

A. RESPONSIBILITY OF THE PROVIDER/BILLING AGENT

1. Claims submitted by electronic media must comply with the format specifications defined by the Title XIX Non-Emergency Medical Transportation program. Failure to comply with the format specifications will result in the electronic claim being rejected.

2. The provider will notify the Title XIX Non-Emergency Medical Transportation program if there is a change in billing account information.

B. RESPONSIBILITIES OF THE TITLE XIX NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM

If the above mentioned requirements are met Title XIX Non-Emergency Medical Transportation program shall be responsible for the following:

1. The Title XIX Non-Emergency Medical Transportation program will process and reimburse the Provider in a timely manner for all covered services submitted via electronic media.

2. The Title XIX Non-Emergency Medical Transportation program will notify the Provider/Billing Agent of any changes that may occur in the format specifications.

If Provider is a legal entity other than a person, the person signing the provider agreement on behalf of the Provider warrants that he/she has legal authority to bind Provider.

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TO BE COMPLETED BY PROVIDER

I declare and affirm under the penalties of perjury that this Agreement has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further declare and affirm under the penalties of perjury that any claim to be submitted pursuant to this Agreement will be examined by me, and to the best of my knowledge and belief, will be in all things true and correct.

PROVIDER NAME: _____

APPLICATION ID: _____
If application was submitted online

BY: _____
Authorized Signature

FEDERAL TAX I.D. NUMBER: _____

NAME/TITLE: _____

TAX I.D. NAME: _____

DATE: _____

TO BE COMPLETED BY MEDICAL SERVICES

APPROVED BY: _____
Sandra Vanneman, Program Administrator

PROVIDER NUMBER: _____

DATE: _____

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MAIL SIGNED AGREEMENT AND OTHER APPLICABLE DOCUMENTATION TO:

DEPARTMENT OF SOCIAL SERVICES
FINANCE/EBT
700 GOVERNORS DRIVE
PIERRE, SD 57501-2291

QUESTIONS:
1-866-403-1433